

<i>SERFF Tracking Number:</i>	<i>BEAZ-125396280</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Beazley Insurance Company, Inc.</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>BICI-MU-03-AR</i>		
<i>TOI:</i>	<i>17.0 Other Liability - Claims Made/Occurrence</i>	<i>Sub-TOI:</i>	<i>17.0000 Other Liability Sub-TOI Combinations</i>
<i>Product Name:</i>	<i>Professional Liability Form Filing</i>		
<i>Project Name/Number:</i>	<i>/BICI-MU-03-AR</i>		

## Filing at a Glance

Company: Beazley Insurance Company, Inc.

Product Name: Professional Liability Form      SERFF Tr Num: BEAZ-125396280      State: Arkansas

Filing

TOI: 17.0 Other Liability - Claims      SERFF Status: Closed      State Tr Num: EFT \$50

Made/Occurrence

Sub-TOI: 17.0000 Other Liability Sub-TOI      Co Tr Num: BICI-MU-03-AR      State Status: Fees verified and received

Combinations      Co Status:      Reviewer(s): Betty Montesi, Edith Roberts, Brittany Yielding

Filing Type: Form      Authors: Nancy Wilson, Renata Wright, Laura Maragnano, Evelyn Perran      Disposition Date: 01/09/2008

Date Submitted: 12/28/2007      Disposition Status: Approved

Effective Date Requested (New): On Approval      Effective Date (New):

Effective Date Requested (Renewal): On Approval      Effective Date (Renewal):

State Filing Description:

## General Information

Project Name:

Project Number: BICI-MU-03-AR

Status of Filing in Domicile: Pending

Domicile Status Comments: Filing was submitted.

Reference Organization: n/a

Reference Number: n/a

Reference Title: n/a

Advisory Org. Circular: n/a

Filing Status Changed: 01/09/2008

State Status Changed: 01/09/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

See cover letter for filing information.

SERFF Tracking Number: BEAZ-125396280 State: Arkansas  
 Filing Company: Beazley Insurance Company, Inc. State Tracking Number: EFT \$50  
 Company Tracking Number: BICI-MU-03-AR  
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations  
 Product Name: Professional Liability Form Filing  
 Project Name/Number: /BICI-MU-03-AR

## Company and Contact

### Filing Contact Information

Renata Wright, Sr. Compliance Analyst renata.wright@beazley.com  
 30 Batterson Park Road (860) 677-3737 [Phone]  
 Farmington, CT 06032 (860) 679-0247[FAX]

### Filing Company Information

Beazley Insurance Company, Inc. CoCode: 37540 State of Domicile: Connecticut  
 30 Batterson Park Road Group Code: Company Type: Property and  
 Casualty  
 Farmington, CT 06032 Group Name: N/A State ID Number:  
 (860) 677-3700 ext. [Phone] FEIN Number: 04-2656602  
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## Filing Fees

Fee Required? Yes  
 Fee Amount: \$50.00  
 Retaliatory? No  
 Fee Explanation:  
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Beazley Insurance Company, Inc.	\$50.00	12/28/2007	17274603

SERFF Tracking Number:	BEAZ-125396280	State:	Arkansas
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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	01/09/2008	01/09/2008

### Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending	Edith Roberts	01/03/2008	01/03/2008	Renata Wright	01/07/2008	01/07/2008
Industry						
Response						

*SERFF Tracking Number:*      *BEAZ-125396280*      *State:*      *Arkansas*  
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*Product Name:*      *Professional Liability Form Filing*  
*Project Name/Number:*      */BICI-MU-03-AR*

## **Disposition**

Disposition Date: 01/09/2008

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment: Renata...I did discuss this with my director, and since the application is signed by the applicant, we will accept. Thank you for your explanation.

Sincerely,

Edith Roberts

Rate data does NOT apply to filing.

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Product Name: Professional Liability Form Filing

Project Name/Number: /BICI-MU-03-AR

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	cover letter	Approved	Yes
Form	Supplemental Application – Reliance on Another Carrier's Application	Approved	Yes
Form	Supplemental Application – Reliance on Another Carrier's Application and Warranty Statement	Approved	Yes
Form	Inconsistency Endorsement	Approved	Yes
Form	Shared Aggregate Limit of Liability Endorsement (Multi Year Policies)	Approved	Yes
Form	Reliance on Another Insurance Company's Application	Approved	Yes

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Product Name: Professional Liability Form Filing  
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## Objection Letter

Objection Letter Status Pending Industry Response  
Objection Letter Date 01/03/2008  
Submitted Date 01/03/2008  
Respond By Date

Dear Renata Wright,

This will acknowledge receipt of the captioned filing.

Forms F00004, F00005, BICMU05021207 may not be approved. Applications are an important part in processing, securing and maintaining coverage. Application fraud and misrepresentation are grounds for cancellation, claims denial and means to void coverage. As such, we do not feel a company can make these decisions based on information obtained by any source other than company agents or representatives. Please withdraw.

Please feel free to contact me if you have questions.

Sincerely,  
Edith Roberts

## Response Letter

Response Letter Status Submitted to State  
Response Letter Date 01/07/2008  
Submitted Date 01/07/2008

Dear Edith Roberts,

### Comments:

### Response 1

Comments: Thank you for your response dated January 3, 2008. We wish to provide you with additional information for your review.

The applications that we obtain are provided to us by the brokers. In the commercial professional liability segment of the industry it is common for insureds to retain brokers to work on their behalf to obtain appropriate insurance. The broker may approach several insurers requesting a quotation. In doing so, a broker would have the insured complete one insurer's application and then use that application in making submissions to various other insurers. It is inconvenient to the insured and does not serve any purpose to have the insured complete multiple applications, when

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the insurer is satisfied with the information obtained from another insurer's application form and the application form complies with state regulatory requirements.

Beazley Insurance Company, Inc. would rely on another insurer's application only when that application is for an admitted product. The other insurer would have filed the application.

I hope this explanation will allow you to continue your review of our submission. Your assistance is greatly appreciated.

**Changed Items:**

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Sincerely,  
Evelyn Perran, Laura Maragnano, Nancy Wilson, Renata Wright

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## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Supplemental Application – Reliance on Another Carrier's Application	F00004	092007 ed.	Application/ New Binder/Enrollment		0.00	F00004 092007 ed.pdf
Approved	Supplemental Application – Reliance on Another Carrier's Application and Warranty Statement	F00005	092007 ed.	Application/ New Binder/Enrollment		0.00	F00005 092007 ed.pdf
Approved	Inconsistency Endorsement	BICMU05 100507		Endorsement New nt/Amendment/Conditions		0.00	BICMU0510 0507.pdf
Approved	Shared Aggregate Limit of Liability Endorsement (Multi Year Policies)	BICMU05 110607		Endorsement New nt/Amendment/Conditions		0.00	BICMU0511 0607.pdf
Approved	Reliance on Another Insurance Company's Application	BICMU05 021207		Endorsement Replaced nt/Amendment/Conditions	Replaced Form #:0.00 BICMU05021105 Previous Filing #: BICI-MU-AR-01 BICI-NP-AR-01		BICMU0502 1207.pdf



## SUPPLEMENTAL APPLICATION - RELIANCE ON ANOTHER CARRIER'S APPLICATION

**APPLICATION(S) BEING RELIED UPON:**

THE INSURER HAS RELIED UPON THE STATEMENTS IN THE <INSURERNAME> <PRODUCTNAME>, INCLUDING MATERIALS ATTACHED THERETO (THE "APPLICATION").

**NOTICE: THE POLICY FOR WHICH THIS SUPPLEMENTAL APPLICATION IS MADE IS A CLAIMS MADE AND REPORTED POLICY SUBJECT TO ITS TERMS. THE POLICY APPLIES ONLY TO A CLAIM FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD, PROVIDED SUCH CLAIM IS REPORTED IN WRITING TO THE INSURER DURING THE TIME PERIOD ALLOWED BY THE POLICY. AMOUNTS INCURRED AS DEFENSE COSTS, CHARGES AND EXPENSES SHALL REDUCE AND MAY EXHAUST THE LIMIT OF LIABILITY AND ARE SUBJECT TO THE RETENTIONS. READ THE POLICY CAREFULLY.**

**ADDITIONAL NOTICE TO NEW YORK APPLICANTS:** THE POLICY FOR WHICH THIS SUPPLEMENTAL APPLICATION IS MADE IS A CLAIMS MADE POLICY SUBJECT TO ITS TERMS. UPON TERMINATION OF COVERAGE FOR ANY REASON, A 60-DAY AUTOMATIC EXTENSION PERIOD WILL APPLY. FOR AN ADDITIONAL PREMIUM, AN OPTIONAL EXTENSION PERIOD CAN BE PURCHASED AS INDICATED IN THE DECLARATIONS AND THE NEW YORK AMENDATORY ENDORSEMENT. EXCEPT AS OTHERWISE PROVIDED IN THE POLICY WORDING, THE POLICY ONLY APPLIES TO CLAIMS FIRST MADE DURING THE POLICY PERIOD, THE AUTOMATIC EXTENSION PERIOD OR, IF APPLICABLE, THE OPTIONAL EXTENSION PERIOD. NO COVERAGE EXISTS FOR CLAIMS MADE AFTER THE END OF THE POLICY PERIOD AND THE AUTOMATIC EXTENSION PERIOD UNLESS, AND TO THE EXTENT, THE OPTIONAL EXTENSION PERIOD APPLIES. NO COVERAGE WILL EXIST AFTER THE EXPIRATION OF THE AUTOMATIC EXTENSION PERIOD OR, IF PURCHASED, THE OPTIONAL EXTENSION PERIOD, WHICH MAY RESULT IN A POTENTIAL COVERAGE GAP IF PRIOR ACTS COVERAGE IS NOT SUBSEQUENTLY PROVIDED BY ANOTHER INSURER. DURING THE FIRST SEVERAL YEARS OF A CLAIMS-MADE RELATIONSHIP, CLAIMS-MADE RATES ARE COMPARATIVELY LOWER THAN OCCURRENCE RATES, AND THE INSURED CAN EXPECT SUBSTANTIAL ANNUAL PREMIUM INCREASES, INDEPENDENT OF OVERALL RATE INCREASES, UNTIL THE CLAIMS-MADE RELATIONSHIP REACHES MATURITY. THE LIMIT OF LIABILITY AVAILABLE TO PAY DAMAGES OR SETTLEMENTS SHALL BE REDUCED AND MAY BE EXHAUSTED BY DEFENSE COSTS, CHARGES AND DEFENSE EXPENSES AND COSTS, CHARGES AND EXPENSES SHALL BE APPLIED TO THE RETENTION. THE INSURER IS NOT OBLIGATED TO PAY ANY LOSS AFTER THE LIMIT OF LIABILITY HAS BEEN EXHAUSTED BY PAYMENT OF LOSS. PLEASE READ THE POLICY CAREFULLY.

**NOTICE TO MINNESOTA APPLICANTS:** THE POLICY FOR WHICH THIS SUPPLEMENTAL APPLICATION IS MADE IS A CLAIMS MADE AND REPORTED POLICY SUBJECT TO ITS TERMS. THE POLICY APPLIES ONLY TO ANY CLAIM FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD PROVIDED SUCH CLAIM IS REPORTED TO THE INSURER OR THE INSURER'S AGENT OR BROKER AS SOON AS PRACTICABLE BUT IN NO EVENT LATER THAN THE TIME PERIOD ALLOWED BY THE POLICY. THIS MEANS THAT ONLY CLAIMS ACTUALLY MADE DURING THE POLICY PERIOD ARE COVERED UNLESS COVERAGE FOR AN OPTIONAL EXTENSION PERIOD IS PURCHASED. IF AN OPTIONAL EXTENSION PERIOD IS NOT MADE AVAILABLE, THE INSURED RISK HAVING GAPS IN COVERAGE WHEN SWITCHING FROM ONE COMPANY TO ANOTHER. MOREOVER, EVEN IF SUCH A REPORTING PERIOD IS MADE AVAILABLE, THE INSURED MAY STILL BE PERSONALLY LIABLE FOR CLAIMS REPORTED AFTER THE

PERIOD EXPIRES. CLAIMS MADE POLICIES MAY NOT PROVIDE COVERAGE FOR WRONGFUL ACTS COMMITTED BEFORE A FIXED RETROACTIVE DATE. RATES FOR CLAIMS MADE POLICIES ARE DISCOUNTED IN THE EARLY YEARS OF A POLICY, BUT INCREASE STEADILY OVER TIME. AMOUNTS INCURRED AS DEFENSE COSTS, CHARGES AND EXPENSES SHALL REDUCE AND MAY EXHAUST THE LIMIT OF LIABILITY AND ARE SUBJECT TO THE RETENTIONS. PLEASE READ THE POLICY CAREFULLY.

Applicant Name \_\_\_\_\_

Principal Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Web Address \_\_\_\_\_

The Insurer has relied upon the statements in the **APPLICATION**, including materials attached thereto, completed by the Applicant and such **APPLICATION** is made a part of the proposed insurance policy, if issued, and operates as the Insurer's own application.

The Applicant declares that the statements set forth in the application are true. For New Hampshire applicants, the foregoing statement is limited to the best of the undersigned's knowledge, after reasonable inquiry. The Applicant agrees that if the information supplied in the **APPLICATION** changes between the date(s) of the **APPLICATION** and the date of this Supplemental Application or the effective date of the insurance, the Applicant will, in order for the information to be accurate on the effective date of the insurance, immediately notify the Insurer of such changes, and the Insurer may withdraw or modify any outstanding quotations or authorizations or agreements to bind the insurance.

Signing of this Supplemental Application does not bind the Applicant or the Insurer to complete the insurance, but it is represented that the statements contained in the **APPLICATION**, this Supplemental Application and the materials submitted herewith are the basis of the contract should a policy be issued and have been relied upon by the Insurer in issuing any policy. The Insurer is authorized to make any investigation and inquiry in connection with this Supplemental Application as it deems necessary.

All written statements and materials furnished to the Insurer in conjunction with this Supplemental Application are hereby incorporated by reference into this Supplemental Application and made a part hereof. This Supplemental Application and materials submitted with it shall be retained on file with the Insurer and shall be deemed attached to and become part of the policy if issued. The foregoing statement does not apply in Utah and Wisconsin and in those two states all written statements and materials furnished to the Insurer in conjunction with this Supplemental Application are made a part hereof, provided this Supplemental Application and such materials are attached to the policy at the time of its delivery.

### ANTI-FRAUD WARNINGS

**ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT S(HE) IS FACILITATING A FRAUD AGAINST THE INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT MAY BE GUILTY OF INSURANCE FRAUD.**

**NOTICE TO FLORIDA APPLICANTS:** ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY IN THE THIRD DEGREE.

**NOTICE TO MAINE, TENNESSEE, VIRGINIA AND WASHINGTON APPLICANTS:** IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES INCLUDE IMPRISONMENT, FINES AND DENIAL OF INSURANCE BENEFITS.

**NOTICE TO KENTUCKY AND NEW YORK APPLICANTS:** ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIMS CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME, AND NEW YORK APPLICANTS SHALL ALSO BE SUBJECT TO A CIVIL PENALTY NOT TO EXCEED FIVE THOUSAND DOLLARS AND THE STATED VALUE OF THE CLAIM FOR EACH SUCH VIOLATION.

Signed: \_\_\_\_\_  
Must be signed by Applicant's CEO, President or other Executive authorized to bind the Insureds

Printed Name & Title: \_\_\_\_\_

Date: \_\_\_\_\_

If this Supplemental Application is completed in Florida, please provide the insurance agent's name and license number as designated. If this Supplemental Application is completed in Iowa, please provide the insurance agent's name only.

\_\_\_\_\_  
Name of Insurance Agent

\_\_\_\_\_  
License Identification No.

\_\_\_\_\_  
Authorized Representative

*If this Supplemental Application is completed in Wisconsin, please note the following:*

- *If the **Insured** cancels the Policy, earned Premium shall be computed on a short rate basis. The Premium shall be deemed fully earned if any **Claim** under the Policy is reported to the Insurer on or before the date of cancellation.*
- *An Optional Extension Period endorsement will not be issued unless the Insurer receives a written request for it within thirty (30) days after the Policy is cancelled or non-renewed, nor will it take effect unless the additional premium is paid within thirty (30) days after the Policy is cancelled or non-renewed. Once that premium is paid the endorsement may not be cancelled and the additional premium will be fully earned.*

## SUPPLEMENTAL APPLICATION - RELIANCE ON ANOTHER CARRIER'S APPLICATION AND WARRANTY STATEMENT

**APPLICATION(S) BEING RELIED UPON:**

THE INSURER HAS RELIED UPON THE STATEMENTS IN THE <INSURERNAME> <PRODUCTNAME>, INCLUDING MATERIALS ATTACHED THERETO (THE "APPLICATION").

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Please fully answer all questions. Terms appearing below in bold face are defined in the policy and have the same meaning in this Supplemental Application as in the policy. If you do not have a copy of the policy, please request it from your agent or broker.

Applicant Name \_\_\_\_\_

Principal Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Web Address \_\_\_\_\_

**Applicant's Representations:**

As of the date of this Supplemental Application, does any Applicant, director, officer or other proposed **Insured** have knowledge or information of any fact, circumstance, situation, event or transaction which may give rise to a claim under the proposed insurance? ☐ Yes ☐ No

If Yes, please provide details:

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It is agreed that any **Claim** based upon or arising out of any claim or fact, circumstance, situation, event or transaction which was or should have been disclosed in the Applicant's Representations above is excluded from coverage under the proposed insurance.

The Insurer has relied upon the statements in the **APPLICATION**, including materials attached thereto, completed by the Applicant and such **APPLICATION** is made a part of the proposed insurance policy, if issued, and operates as the Insurer's own application.

The Applicant declares that the statements set forth herein and in the application are true. For New Hampshire applicants, the foregoing statement is limited to the best of the undersigned's knowledge, after reasonable inquiry. The Applicant agrees that if the information supplied in the **APPLICATION** changes between the date(s) of the **APPLICATION** and the date of this Supplemental Application or the effective date of the insurance, the Applicant will, in order for the information to be accurate on the effective date of the insurance, immediately notify the Insurer of such changes, and the Insurer may withdraw or modify any outstanding quotations or authorizations or agreements to bind the insurance.

Signing of this Supplemental Application does not bind the Applicant or the Insurer to complete the insurance, but it is represented that the statements contained in the **APPLICATION**, this Supplemental Application and the materials submitted herewith are the basis of the contract should a policy be issued and have been relied upon by the Insurer in issuing any policy. The Insurer is authorized to make any investigation and inquiry in connection with this Supplemental Application as it deems necessary.

All written statements and materials furnished to the Insurer in conjunction with this Supplemental Application are hereby incorporated by reference into this Supplemental Application and made a part hereof. This Supplemental Application and materials submitted with it shall be retained on file with the Insurer and shall be deemed attached to and become part of the policy if issued. The foregoing statement does not apply in Utah and Wisconsin and in those two states all written statements and materials furnished to the Insurer in conjunction with this Supplemental Application are made a part hereof, provided this Supplemental Application and such materials are attached to the policy at the time of its delivery.

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Signed: \_\_\_\_\_  
Must be signed by Applicant's CEO, President or other Executive authorized to bind the Insureds

Printed Name & Title: \_\_\_\_\_

Date: \_\_\_\_\_

If this Supplemental Application is completed in Florida, please provide the insurance agent's name and license number as designated. If this Supplemental Application is completed in Iowa, please provide the insurance agent's name only.

\_\_\_\_\_  
Name of Insurance Agent

\_\_\_\_\_  
License Identification No.

\_\_\_\_\_  
Authorized Representative

*If this Supplemental Application is completed in Wisconsin, please note the following:*

- *If the **Insured** cancels the Policy, earned Premium shall be computed on a short rate basis. The Premium shall be deemed fully earned if any **Claim** under the Policy is reported to the Insurer on or before the date of cancellation.*
- *An Optional Extension Period endorsement will not be issued unless the Insurer receives a written request for it within thirty (30) days after the Policy is cancelled or non-renewed, nor will it take effect unless the additional premium is paid within thirty (30) days after the Policy is cancelled or non-renewed. Once that premium is paid the endorsement may not be cancelled and the additional premium will be fully earned.*



**Effective date of this Endorsement: <Effective Date>**

**This Endorsement is attached to and forms a part of Policy Number: <Policy Number>  
<Insurer> Referred to in this endorsement as either the “Insurer” or the “Underwriters”**

**INCONSISTENCY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**<Product Name>**

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the regulatory requirements set forth in any state Amendatory Endorsement shall supersede and take precedence over any provisions of this Policy or any endorsement to this Policy, whenever added, that are inconsistent with or contrary to the provisions of such Amendatory Endorsement, unless such Policy or endorsement provisions comply with the applicable insurance laws of this state.

All other terms and conditions of this Policy remain unchanged.

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Authorized Representative

Effective date of this Endorsement: <Effective Date>

This Endorsement is attached to and forms a part of Policy Number: <Policy Number>  
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

**SHARED AGGREGATE LIMIT OF LIABILITY ENDORSEMENT (MULTI YEAR POLICIES)**

This endorsement modifies insurance provided under the following:

**<Policy Title> POLICY**

In consideration of the premium charged for the Policy, which has been negotiated with the understanding that this Policy would share an aggregate limit of liability with another Policy issued by the Insurer, it is hereby understood and agreed that:

1. This Policy and the **<Policy Name> <Policy Number>** (the "Other Policy") issued to the **Insured** share a single aggregate limit of liability in the amount of **<Shared Limit >** per **Policy Year** (the "Annual Shared Aggregate Limit of Liability") which, subject to the aggregate limit of liability per **Policy Year** under this Policy, is the Insurer's maximum aggregate limit of liability available to pay all **Claims** under this Policy and under the **Other Policy** combined per **Policy Year**.
2. If the **Annual Shared Limit of Liability** or the **Policy Year** aggregate limit of liability under this Policy is exhausted due to payment of **Claims** under this Policy, payment of **Claims** under the **Other Policy** or any combination thereof, the Insurer's obligations under this Policy for the **Policy Year** shall be completely fulfilled and extinguished.
3. If the **Annual Shared Limit of Liability** or the **Policy Year** aggregate limit of liability under this Policy for all **Policy Years** is exhausted due to payment of **Claims** under this Policy, payment of **Claims** under the **Other Policy** or any combination thereof, the Insurer's obligations under this Policy shall be completely fulfilled and extinguished.
4. "Policy Year" means each annual period of the **Policy Period** from:
  - a. the Inception Date in Item 2 of the Declarations to the **First Anniversary Date** or any earlier date of cancellation, and
  - b. from the **First Anniversary Date** to the expiration or any earlier date of cancellation.

All other terms and conditions of this Policy remain unchanged.

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Authorized Representative

Effective date of this Endorsement: <Effective Date>

This Endorsement is attached to and forms a part of Policy Number: <Policy Number>  
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

**RELIANCE ON ANOTHER INSURANCE COMPANY'S APPLICATION**

This endorsement modifies insurance provided under the Policy referenced above.

**<PRODUCTNAME>**

In consideration of the premium charged for this Policy, it is hereby understood and agreed that the Insurer has relied upon the statements in the following application(s):

**<Application Title>**

**<Application Title>**

,including materials attached thereto, completed by the entity designated in Item 1 of the Declarations and such application is made a part of this insurance Policy and operates as the Insurer's own **Application**.

All other terms and conditions of this Policy remain unchanged.

\_\_\_\_\_  
Authorized Representative

<i>SERFF Tracking Number:</i>	<i>BEAZ-125396280</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Beazley Insurance Company, Inc.</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>BICI-MU-03-AR</i>		
<i>TOI:</i>	<i>17.0 Other Liability - Claims Made/Occurrence</i>	<i>Sub-TOI:</i>	<i>17.0000 Other Liability Sub-TOI Combinations</i>
<i>Product Name:</i>	<i>Professional Liability Form Filing</i>		
<i>Project Name/Number:</i>	<i>/BICI-MU-03-AR</i>		

## Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: BEAZ-125396280 State: Arkansas  
Filing Company: Beazley Insurance Company, Inc. State Tracking Number: EFT \$50  
Company Tracking Number: BICI-MU-03-AR  
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations  
Product Name: Professional Liability Form Filing  
Project Name/Number: /BICI-MU-03-AR

## Supporting Document Schedules

**Satisfied -Name:** Uniform Transmittal Document-  
Property & Casualty **Review Status:** Approved 01/09/2008

**Comments:**

**Attachment:**

AR P & C Transmittal Document.pdf

**Satisfied -Name:** cover letter **Review Status:** Approved 01/09/2008

**Comments:**

**Attachment:**

AR letter.pdf

## Property &amp; Casualty Transmittal Document

<b>1. Reserved for Insurance Dept. Use Only</b>	<b>2. Insurance Department Use only</b>	
	a. Date the filing is received:	
	b. Analyst:	
	c. Disposition:	
	d. Date of disposition of the filing:	
	e. Effective date of filing:	
	New Business	
	Renewal Business	
	f. State Filing #:	
	g. SERFF Filing #:	
h. Subject Codes		

<b>3. Group Name</b>					<b>Group NAIC #</b>
<b>4. Company Name(s)</b>	<b>Domicile</b>	<b>NAIC #</b>	<b>FEIN #</b>	<b>State #</b>	

<b>5. Company Tracking Number</b>	
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

<b>6. Name and address</b>	<b>Title</b>	<b>Telephone #s</b>	<b>FAX #</b>	<b>e-mail</b>
<b>7. Signature of authorized filer</b>				
<b>8. Please print name of authorized filer</b>				

Filing information (see General Instructions for descriptions of these fields)

<b>9. Type of Insurance (TOI)</b>				
<b>10. Sub-Type of Insurance (Sub-TOI)</b>				
<b>11. State Specific Product code(s)(if applicable)[See State Specific Requirements]</b>				
<b>12. Company Program Title (Marketing title)</b>				
<b>13. Filing Type</b>	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)			
<b>14. Effective Date(s) Requested</b>	New:		Renewal:	
<b>15. Reference Filing?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No			
<b>16. Reference Organization (if applicable)</b>				
<b>17. Reference Organization # &amp; Title</b>				
<b>18. Company's Date of Filing</b>				
<b>19. Status of filing in domicile</b>	<input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved			

## Property & Casualty Transmittal Document—

20.	This filing transmittal is part of Company Tracking #	
21.	<b>Filing Description</b> [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]	

22.	<b>Filing Fees</b> (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
<div><b>Check #:</b> <b>Amount:</b></div> <div><b>Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.</b></div>	

\*\*\*Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)

**FORM FILING SCHEDULE**

(This form must be provided ONLY when making a filing that includes forms)

(Do not refer to the body of the filing for the forms listing, unless allowed by state.)

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>				
<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)				
<b>3.</b>	<b>Form Name /Description/Synopsis</b>	<b>Form # Include edition date</b>	<b>Replacement Or withdrawn?</b>	<b>If replacement, give form # it replaces</b>	<b>Previous state filing number, if required by state</b>
01			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1



**RATE/RULE FILING SCHEDULE**

(This form must be provided ONLY when making a filing that includes rate-related items such as Rate; Rule; Rate & Rule; Reference; Loss Cost; Loss Cost & Rule or Rate, etc.)

(Do not refer to the body of the filing for the component/exhibit listing, unless allowed by state.)

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>	
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<b>2.</b>	<b>This filing corresponds to form filing number</b> (Company tracking number of form filing, if applicable)	
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☐ Rate Increase      ☐ Rate Decrease      ☐ Rate Neutral (0%)

<b>3.</b>	<b>Filing Method (Prior Approval, File &amp; Use, Flex Band, etc.)</b>	
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<b>4a.</b>	<b>Rate Change by Company (As Proposed)</b>
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Company Name	Overall % Indicated Change (when applicable)	Overall % Rate Impact	Written premium change for this program	# of policyholders affected for this program	Written premium for this program	Maximum % Change (where required)	Minimum % Change (where required)

<b>4b.</b>	<b>Rate Change by Company (As Accepted) For State Use Only</b>
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Company Name	Overall % Indicated Change (when applicable)	Overall % Rate Impact	Written premium change for this program	# of policyholders affected for this program	Written premium for this program	Maximum % Change	Minimum % Change

<b>5.</b>	<b>Overall Rate Information (Complete for Multiple Company Filings only)</b>
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		COMPANY USE	STATE USE
<b>5a</b>	<b>Overall percentage rate indication (when applicable)</b>		
<b>5b</b>	<b>Overall percentage rate impact for this filing</b>		
<b>5c</b>	<b>Effect of Rate Filing – Written premium change for this program</b>		
<b>5d</b>	<b>Effect of Rate Filing – Number of policyholders affected</b>		

<b>6.</b>	<b>Overall percentage of last rate revision</b>	
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<b>7.</b>	<b>Effective Date of last rate revision</b>	
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<b>8.</b>	<b>Filing Method of Last filing (Prior Approval, File &amp; Use, Flex Band, etc.)</b>	
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<b>9.</b>	<b>Rule # or Page # Submitted for Review</b>	<b>Replacement or withdrawn?</b>	<b>Previous state filing number, if required by state</b>
01		[ ] New [ ] Replacement [ ] Withdrawn	
02		[ ] New [ ] Replacement [ ] Withdrawn	
03		[ ] New [ ] Replacement [ ] Withdrawn	

December 28, 2007

Honorable Julie Benafield Bowman, Commissioner  
Arkansas Insurance Department  
1200 W 3<sup>rd</sup> Street  
Little Rock, AR 72201-1904

RE: Beazley Insurance Company, Inc.  
NAIC: Group Code: 0000  
Company Code: 37540  
FEIN: 04-2656602  
Professional Liability - Form Filing  
Our Filing No.: BICI-MU-03-AR

Dear Commissioner Bowman:

Beazley Insurance Company, Inc. submits for your review two new applications, two new endorsements and one revised endorsement intended for use with the following products currently available in your state:

Miscellaneous Professional Liability Insurance Program

Effective: 7/13/2006; Our File Number: BICI-MPL-AR-01

Employment Practices Liability Insurance Program

Effective: 4/29/2005; Our File Number: BICI-EPL-AR-01

Beazley One – Private Company Liability Insurance Program

Effective: 9/9/2005; Our File Number: BICI-PCL-AR-01

AFB Architects & Engineers Media Tech Liability Insurance Program

Effective: 7/12/2006; Our File Number: BICI-AE-AR-01

AFB Technology and Professional Liability Insurance Program

Effective: 7/13/2006; Our File Number: BICI-TL-AR-01

Non-Profit Organization Management Liability Program

Effective: 10/19/2006; Our File Number: BICI-NP-AR-01

The following are the new forms we request for approval:

- Supplemental Application – Reliance on Another Carrier's Application; F00004 092007 ed.
- Supplemental Application – Reliance on Another Carrier's Application and Warranty Statement; F00005 092007 ed.
- Inconsistency Endorsement; BICMU05100507
- Shared Aggregate Limit of Liability Endorsement (Multi Year Policies); BICMU05110607

The revised endorsement listed below is the form we request for approval:

- Reliance on Another Insurance Company's Application; BICMU05021207, replaces BICMU05021105 which was previously approved for use on all products.



BEAZLEY

Beazley Insurance Company, Inc.

30 Batterson Park Road  
Farmington, CT 06032

Tel: (860) 677-3700  
Fax: (860) 679-0247  
[www.beazley.com](http://www.beazley.com)

The following documents are enclosed as part of this filing:

- Required State Forms (if applicable);
- Sample copy of each form being submitted for approval.

We propose to implement this filing for all policies upon your earliest review and approval. Kindly contact me with any comments/questions or with documentation of the Department's approval of this filing.

Sincerely,

Renata A. Wright  
Senior Compliance Analyst  
Tel: 866-623-2953 or 860-677-3737  
Fax: 860-679-0247  
E-Mail: [renata.wright@beazley.com](mailto:renata.wright@beazley.com)  
Enclosure